

CHAPTER 9

RENTAL PROPERTY LICENSING AND MAINTENANCE

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4-9-1: **PURPOSE AND INTENT**

- A. *Purpose.* The purpose of this Ordinance is to protect, preserve, and promote the public health, safety and general welfare of the residents of the City living in a rental property for the payment of a rental charge. These general objectives include, among others, the following:
1. Maintain a quality character and stability of rental property within the City.
 2. Correct and prevent rental housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental, and social well-being, of occupants of rental property within the City.
 3. Provide minimum standards for cooking, heating and sanitary equipment necessary to the health and safety of occupants of rental property.
 4. Provide minimum standards for light and ventilation necessary to the health and safety of occupants of rental property.
 5. Provide minimum space standards to prevent overcrowding.
 6. Provide minimum standards for the maintenance of rental property to prevent blight and slums.
 7. Preserve the value of land and buildings throughout the City.
- B. *Intent.* The intent of this Ordinance is to establish and continue a rental property licensing, inspection and maintenance program that corrects substandard conditions, maintains a standard for rental units, provides a means for imposing license fees to help the City defray the costs necessary for housing inspections and enforcement of this Ordinance, and provides for the quiet enjoyment of the normal activities of life for occupants of rental properties and for the neighborhoods in which such rental properties are located.
- C. *Savings Clause.* With respect to rental disputes, and except as otherwise specifically provided by the terms of this Ordinance, it is not the intention of the City to intrude upon the fair and accepted contractual relationship between tenant and landlord. The City does not intend to intervene as an advocate of either party, or to act as an arbiter, or to be receptive to complaints from a tenant or landlord which are not specifically and clearly relevant to the provisions of this Ordinance. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of City. Neither in enacting this Ordinance is it the intention of the City to interfere or permit interference with legal rights to personal privacy.

4-9-2: **APPLICABILITY AND EXCEPTIONS**

This Ordinance applies to all rental units that are let, in whole or in part, and used or intended to be used for human habitation. It includes accessory structures such as garages and storage buildings. This chapter does not apply to any county, state, or federally licensed facilities/units.

4-9-3: **DEFINITIONS**

<i>BUILDING</i>	Any structure used or intended for supporting or sheltering any use or occupancy.
<i>CRIME FREE MULTI-HOUSING PROGRAM (CFMH)</i>	Is a three-phase certification program available to owners and property managers of multi-family rental properties located within the corporate limits of the City of Sartell. Necessary training and support of the program is designed to provide for ease of participation. The program is known to be effective in reducing criminal activity in multi-family rental properties.
<i>DWELLING</i>	Any enclosed space which is wholly or partly used or intended to be used for living, sleeping, cooking and eating purposes. Manufactured, industrialized and modular home constructions are included in this definition.
<i>DWELLING UNIT</i>	A single unit providing complete, independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
<i>EGRESS</i>	An arrangement of exit facilities to assure a safe means of exit from a building.
<i>HABITABLE ROOM</i>	A room or enclosed floor space, used or intended to be used for living, sleeping, cooking, or eating, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closets and storage spaces.
<i>HOUSING INSPECTOR</i>	The Building Official, Code Official, Fire Marshal, City Police Chief or their designee authorized to administer and enforce this Ordinance.
<i>IMMEDIATE FAMILY MEMBER</i>	An individual related to the owner as parent, grandparent, spouse, child or grandchild, whether related by birth, adoption, marriage, civil partnership, or cohabitation.
<i>LET</i>	To allow, or offer occupancy of any rental property to a tenant.
<i>MANAGER</i>	The owner or owner's agent who has charge, care, control or management of a building or rental unit(s), or part thereof, in which dwelling units, manufactured homes or rooming units are let.
<i>MANUFACTURED HOME</i>	A structure, transportable in one or more sections, which in the traveling mode is eight (8) body feet or more in width or forty (40) body feet or more in length or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required

utilities, and includes the structure's plumbing, heating, air conditioning and electrical systems as defined in Minnesota Statutes 327.

MULTI-FAMILY RENTAL PROPERTY	A rental property that consists of three (3) or more rental units.
OCCUPANCY	The purpose for which a building or portion thereof is occupied.
OCCUPANT	Any person (including the owner or manager) living, sleeping, cooking or eating in, or having actual possession of, a dwelling, dwelling unit, rental unit or rooming unit.
OWNER	Any person who, alone, jointly, or severally with others, shall be in actual possession of, or have charge, care or control of, any rental property within the City as title holder, employee or agent of the title holder, operator, or as trustee or guardian of the estate or person of the title holder. Any such person representing the actual title holder shall be bound to comply with the provisions of this Chapter to the same extent as the title holder.
PERSON	Any natural person, his/her heirs, executors, administrators or assigns, and also includes a firm, partnership, limited liability company, cooperative or corporation, it's or their successors or assigns, or the agent of any of the aforesaid.
RENTAL CHARGE	Any compensation, either monetary or "in lieu of" payments, such as, but not limited to, utilities, upkeep or repair, but not including provision of in home care to the Property owner.
RENTAL PROPERTY	Any real property, dwelling, dwelling unit, rooming unit or rental unit which is rented or leased by one person or entity to another person or entity for payment of a rental charge, including but not limited to dwellings, apartments, townhouses, condominiums, manufactured homes, rooming houses, and other similar structures, including their accessory structures, appurtenances and common areas.
RENTAL UNIT	Any building, room or combination of rooms, manufactured home or other rental property
ROOMING HOUSE	A building or structure providing a room or rooms intended for living and sleeping to persons in the status of tenant. This term shall include fraternity houses and sorority houses, but does not include hotels, motels or hospitals.
ROOMING UNIT	Any room or group of rooms forming a single habitable unit used or intended to be used primarily for living and sleeping.
SINGLE FAMILY RENTAL PROPERTY	A rental property that consists of less than three (3) rental units.
SLEEPING ROOM	Any room or rooms used or intended to be used by a tenant for sleeping purposes.
TENANT	One who has as his/her place of abode a rental unit furnished to him/her for payment of a rental charge to another.

4-9-4: FEES AND LICENSING

- A. *License Required.* No person shall occupy, allow to be occupied or let to another for occupancy any rental property in the City for which a written application for a rental license has not been properly made and filed with the Housing Inspector and a valid rental dwelling license has not been obtained from the City. A person who allows to be occupied, lets or offers to let to another, any rental unit, without a license as required by this Chapter, is guilty of a misdemeanor and subject to penalty as provided in Title 1 of the City Code. The practice of pre-leasing new rental construction shall be exempt from the provisions of this section. In addition to, or in lieu of, charging a misdemeanor, the City may impose an administrative penalty in an amount set in the City of Sartell Schedule of Civil Fines. For violations of this Section 4-9-6(A), the City shall not be required to issue a notice of violation and may proceed directly to issuance of an administrative citation.
1. A rental license is not required if the rental unit is only occupied by immediate family members of the owner. A rental license is required if the rental unit is occupied by any non-immediate family members of the owner. The Housing Inspector may require sufficient written proof from the owner stipulating the relationship and living agreements.
 2. Any "Lease to Own" type arrangement is still technically a rental and must be licensed as such until such time as the purchase transaction is accomplished.
 3. These rental licensing requirements do not apply to residential property that has been sold on a contract for deed so long as the vendee occupies the property and the sale document used to memorialize the sale is recorded with the county recorder's office and a copy is provided to the City upon request.
- B. *Application.*
1. *Fee Prerequisite.* A license fee for each rental unit as determined by the City of Sartell Fee Schedule shall be due at the time of an initial and/or renewal application. An application will not be processed or considered until the license fee is paid. If licensees wish to fully participate in the Sartell Crime Free Multi-Housing program, they may qualify for a rental fee reduction.
 - a. A Multi-Family Rental Property will pay the full rental license fee for its initial rental license and will receive a credit refund from the City if they complete all requirements for the crime free multi-family housing program discount within 90 days of issuance of a certificate of occupancy for the Property. If all requirements are not completed within said 90 day period, the Property will not receive a refund and Property will then need to meet renewal license requirements as specified hereafter to achieve rental fee reduction in future years. For rental license renewals, a Multi-Family Rental Property shall not be eligible for a rental fee reduction unless: i) the rental license renewal applications for the current licensing year was filed on time; ii) the rental license fees for the current licensing year was paid on time; and, iii) the licensee has completed all requirements of the Sartell Crime Free Multi-Housing program by October 1st of the year in which the rental license renewal application is being submitted.
 - b. License fees shall not be prorated or refunded in whole or in part for single family rental licenses. Multi-family rental licenses will not be refunded, but newly issued rental licenses will be prorated to the 1st day of the month in the month in which occupancy first occurs.
 2. *Form - Required Information.* A written application for a rental license shall be made and filed on a form furnished by the Housing Inspector for such purposes and shall set forth the following information:

- 2.1. Name, residence address and phone number of the owner of the rental property and, if applicable, of an agent authorized by the owner to accept service of process and to receive and give receipt for notices.
 - 2.2. Owner shall indicate their assigned agent, and provide address and phone number of the agent actively managing said rental property.
 - 2.3. Street address of the rental property.
 - 2.4. Tax parcel number of the property in which the rental property is located.
 - 2.5. Number and kind of units within the rental property (dwelling units or rooming units).
 - 2.6. Name, phone number and address of the person authorized to make or order repairs and/or service to the building or rental property to provide required services necessary to protect the health, safety and welfare of the occupants or is able to contact the person so authorized.
 - 2.7. Maximum number of people per rental unit.
 - 2.8. Additional information as deemed necessary by the City.
3. *Required Updates.* An applicant or licensee must notify the City in writing within fourteen (14) calendar days after any change to the information contained in the Application.
 4. *Manner of Application.* The application shall be made by the owner if such owner is a natural person; if the owner is a corporation, cooperative or limited liability company, by an officer thereof; if a partnership, by one of the partners; and if an unincorporated association, by the manager or managing officer thereof, in the office of the Housing Inspector. In cases where the owner of the rental property lives outside of the City of Sartell, application shall be made by an agent who shall be legally responsible for compliance with this and other City Ordinances.
- C. *License Term/Renewal.* All rental licenses shall expire on December 31st each year. An owner who is operating a rental property after the license has expired is operating an unlicensed rental property. License renewal as required by this Ordinance may be made by filling out the required renewal application form furnished by the City to the owner or agent of a rental property, and mailing said form together with the required fee to the City. Such license renewal may only be made where there has not been a change of ownership, agent or type of occupancy as originally licensed. License renewal fees shall be paid and renewal applications shall be filed as provided in this Section 4-9-6 and delivered or post-marked on or before December 1st each year. If the license renewal fee required hereunder is paid and/or the renewal application is filed after the deadline, the license renewal fee may be increased as set by the City of Sartell Fee Schedule.
- D. *Denials.* The City may deny the issuance or renewal of a rental license for the following reasons:
1. The applicant has an ownership interest or management role in other rental properties that are in a suspended or revoked status;
 2. The applicant fails to provide any information required on the City's form, or provides false or misleading information;
 3. The applicant has real estate taxes and/or special assessments levied against the rental property and/or other fines, fees, charges or other financial claims owed to the City or the State of Minnesota that have not been paid;
 4. The rental property or any rental unit fails a property inspection in the opinion of the Housing Inspector.

5. The applicant has outstanding building, fire or property maintenance standards violations, fines, penalties or delinquent utility charges owed to the City.
6. A development contract or land use requirement that restricts rental units.

An applicant who is denied a rental license will receive written notice of the denial and reasons for the denial and may request a hearing before the City Council pursuant to the provisions of this Chapter.

- E. *Inspection.* All rental property required to be licensed pursuant to the provisions of this Chapter, will be inspected by the Housing Inspector as follows:

1. *Initial License Issuance.* No license shall be issued under this Ordinance unless the rental property conforms to the Ordinances of the City and the laws of the State. An inspection of the rental unit shall be conducted and verified by the Housing Inspector that it complies with this Ordinance prior to issuance of an initial rental license. If the license application is incomplete, or the applicant does not meet the requirements of the licensing process, including the inspection requirements, within 30 days of the submittal date, the application will be canceled.
2. *License Renewals.* No license shall be renewed under this chapter unless the rental property conforms to the Ordinances of the City and the laws of the State. An inspection of the rental property may be conducted either prior to, or after issuance of a renewed rental license. Issuance of a renewal license prior to inspection is not a determination that the rental property complies with all the requirements of this Ordinance. Every rental property may be re-inspected after a renewal application is filed to determine if it still conforms to all applicable Ordinances and laws of the State.

2.1. *Inspection Policy.* The City shall adopt a policy for inspecting all existing rental property required to have license renewals under this chapter. The policy shall contain objectives for the systematic inspection of all rental property and priorities for the use of available inspection resources. The inspection policy shall take into account the property's inspection history, history of compliance with this Ordinance and other City or State laws, and any other enforcement violations or complaints of the property.

2.2. *Notification for Inspection:* Upon determination by City policy that an inspection is required, the City will notify the licensee that an inspection of the rental property is required to ensure compliance with this Ordinance. The licensee must contact the City to schedule the inspection within 30 days from the date of the notification letter. If the licensee does not schedule an inspection within the 30 days or fails to respond to the City's request for providing an inspection, the licensee may be subject to an administrative citation in accordance with Title 1 of the City Code. In addition, the rental license may be subject to revocation as permitted by this Ordinance.

- F. *Access for Inspection.* Every applicant for and/or holder of a rental license shall permit the Housing Inspector and/or his or her authorized representatives, either voluntarily or pursuant to an administrative or other warrant, to enter upon the premises for the purpose of conducting inspections to verify compliance with this Ordinance. No license shall be issued or renewed under this chapter unless the owner of the rental unit(s) agrees in their application to permit inspections to determine compliance with City Code during the effective period of the rental license. The submission of a license application, or the possession of a license issued by the City, shall constitute the express consent of the owner to grant free access and entry to the structure or premises under the owner's control for inspection pursuant to this chapter. If any owner refuses to permit or schedule free access and entry to the structure or premises under their control for such inspection, or refuses to be present during any such inspection when requested by the Housing Inspector, the application for a new or renewal rental license shall be immediately denied or an existing license may be revoked for such refusal. If at any other time the Housing Inspector seeks entry to a licensed rental unit for inspection and the Housing Inspector is refused free access and

entry, the City may pursue any remedy at law, including, but not limited to, securing an administrative search warrant for the property, revoking or suspending the rental license, or seeking such other remedies provided by law.

- G. Transfers. No license under this chapter shall be transferable to another person or to another rental unit. Every new owner of a rental property (whether as fee owner, contract purchaser, lessee subletting the entire rental property or otherwise entitled to possession) shall apply for a new rental license within fourteen (14) calendar days of transfer of the rental property. No license fee shall be required of the new owner for the remaining term of the existing license for such rental property, provided the previous owner has paid the license fee, and further provided the new owner does not change the type of occupancy as originally licensed. An inspection shall be made within 14 days of the application for such new rental license due to transfer. Violation(s), if any, shall be corrected by the owners and a re-inspection will be made within 30 days of the initial inspection. Additional re-inspections required after the initial re-inspection will be charged a re-inspection fee according to the City fee schedule. Any uncorrected violations may be subject to the penalty provisions of Section 4-9-10 below.
- H. Changes in the Rental Property or Rental Unit. If changes are made in the number or type of units within the rental property, the licensee shall file an application to amend the rental license. Such application shall be accompanied by the fee required for any additional units. Depending on the nature of the changes, the City may require a new property inspection.

4-9-5: **UNSAFE STRUCTURES, EQUIPMENT AND USE**

When a structure, portion of a structure, or equipment is found by the Housing Inspector to be unsafe, or found to be used in an unlawful way, such structure, equipment or use shall be abated by repair, rehabilitation, demolition, or removal in accordance with the Minnesota State Building Code and Minnesota Statutes, sections 463.15 to 463.26. The Housing Inspector may order any building to be vacated if any portion of the structure, or equipment or any use is dangerous to life, health, or safety of the occupants. The Housing Inspector shall have the authority to order disconnection of utility services to the building, or equipment.

- E. *Unsafe Structure*: An unsafe structure is one that if found to be dangerous to the life, health, property or safety of the occupants or public because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment.
- F. *Unsafe Equipment*: Unsafe equipment includes fixtures, appliances, heating and/or cooling equipment, ventilation equipment, electrical equipment or systems, plumbing fixtures or systems, decorative appliances and equipment, elevators or chair lifts, or building services which constitute a fire, electrical, or health hazard or otherwise dangerous to human life.
- G. *Unsafe Use*: Unsafe use is any use which constitutes a fire, health or safety hazard to the occupants or public.

4-9-6: **PROPERTY MAINTENANCE STANDARDS**

Any rental unit or portion thereof, or the premises on which the same is located, which does not comply with the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby declared to be an unsafe structure, equipment or use. Failure to comply with any of these standards and conditions shall be adequate grounds for the denial, refusal to renew, revocation or suspension of a rental license.

A. Space and Occupancy Standards.

1. *Maximum Occupancy Requirements*: The total number of occupants may not exceed three (3) occupants per the first sleeping room and two (2) occupants for each additional sleeping room thereafter.

2. *Ceiling Heights:* Habitable rooms or spaces shall have a ceiling height of not less than 6 feet 4 inches, including beams, girders, ducts or other obstructions. Hallways, corridors, bathrooms, toilet rooms, kitchens, storage and laundry rooms shall be permitted to have a ceiling height less than 6 feet 4 inches, including obstructions if approved by the Housing Inspector. If any room in a building has a sloping ceiling, the prescribed ceiling height for the room is required in only one-half the area thereof. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet or more shall be included.
3. *Room Area:* Every living room shall contain at least 120 square feet and every bedroom or sleeping room shall contain at least 70 square feet.
4. *Width:* No habitable room other than a kitchen shall be less than seven (7) feet in any dimension.
5. *Kitchen:* Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked, which shall have adequate circulation area, and which shall be equipped with the following:
 - 5.1. A kitchen sink that is in good working condition, constructed of nonabsorbent materials and properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to a sewer system approved by the City.
 - 5.2. A stove, or similar device, for cooking food, and a refrigerator, or similar device, for the safe storage of food at temperatures less than forty-five (45) degrees Fahrenheit but more than thirty-two (32) degrees Fahrenheit under ordinary maximum summer conditions, which are properly installed with all necessary connections for safe, sanitary and efficient operation; provided that such stove, refrigerator, and/or similar devices need not be installed when a dwelling unit is not occupied and when the occupant is expected to provide same upon occupancy, and that sufficient space and adequate connections for the safe and efficient installation and operation of said stove, refrigerator and/or similar devices are provided.
 - 5.3 A kitchen facility and/or cooking appliances, other than a microwave oven are not permissible in a dormitory or rooming unit.
6. *Lighting:* All enclosed areas of the rental unit being used or occupied shall be provided with natural light by means of exterior glazed openings or shall be provided with artificial light by the buildings electrical system.
 - 6.1. Public hallways, corridors, stairways and other exit facilities shall be lighted at all times the building is used or occupied.
7. *Ventilation:* Every habitable room shall be provided with either an approved mechanical ventilation system or natural ventilation. Natural ventilation may be by means of operable exterior openings such as a window, door, skylight or other approved opening. Every bathroom must be provided with either a mechanical exhaust or an openable window.
8. *Sanitation:* All sanitary facilities shall be installed and maintained in a safe and sanitary condition and in accordance with applicable requirements of the Minnesota State Plumbing Code.
 - 8.1. *Rental Unit:* All rental units must have access to a bathroom equipped with facilities consisting of a water closet, lavatory, and either a bathtub or shower.
 - 8.2. *Bathroom Access:* Where bathrooms are shared by rooming units or by occupants of a rental unit, the bathroom shall be located so that no occupant has to pass through another occupant's room to use the facility.

8.3. *Bathroom Separation:* Every water closet, bathtub or shower required by this Ordinance shall be installed in a room that will afford privacy to the occupant. Bathrooms shall be separated from food-preparation areas by a tight fitting door.

8.4. *Floor Coverings:* Bathroom floors shall have a smooth, hard nonabsorbent surface such as vinyl tile, vinyl sheet goods, ceramic tile or sealed concrete. Floor surfaces shall be maintained in good condition so the floor can be maintained in a sanitary condition.

B. Mechanical/Heating.

1. Rental units shall be provided with heating appliances capable of maintaining a room temperature of 64 degrees Fahrenheit at a point three (3) feet above the floor in all habitable rooms, bathrooms and water closet compartments. Heating appliances shall be installed and maintained in a safe condition and in accordance with their listings. Un-vented fuel-burning appliances are not permitted. All heating devices or appliances shall be of an approved type.
2. Every fuel-burning appliance shall discharge the products of combustion to the exterior through an approved factory-built chimney, masonry chimney or vent that is approved by the appliance manufacturer. Chimneys or vents shall be designed for the type of appliance being vented.
3. Exhaust vents, pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant or occupant.
4. *Hazardous Mechanical Equipment:* Mechanical equipment that was installed in violation of code requirements in effect at the time of installation or mechanical equipment not installed in accordance with generally accepted construction practices in areas where no codes were in effect or mechanical equipment that has not been maintained in good and safe condition shall be considered hazardous and removed, replaced or repaired.

C. Electrical.

1. The electrical service, lines, switches, outlets, fixtures and fixture coverings, and supports in every building or structure shall be in good repair. Broken, loose, frayed, inoperative, defective or missing portions shall be repaired or replaced. All unsafe conditions shall be corrected.
2. A clear and unobstructed means of access not less than 30 inches in width and full height of the floor space shall be maintained in front of and electrical service panel or meter.
3. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. All electrical equipment shall be of an approved type.
 - 3.1. Extension cords shall be used only with portable appliances and shall not be used as a substitute for permanent wiring. Extension cords shall be plugged directly into an approved outlet or approved multi-plug adapter and shall, except for approved multi-plug extension cords, serve only one portable appliance. The amp capacity of the extension cord shall not be less than the rated capacity of the portable appliance supplied by the cord and shall be grounded when serving a grounded appliance. Extension cords shall be maintained in good condition without splices, deterioration or damage. Extension cords and flexible cords shall not be attached to the structure, extend through walls, ceilings, and floors or under doors or floor coverings, or be subject to environmental or physical damage.
 - 3.2. Multi plug type adapters must be approved UL listed or other approved type. The amp capacity being drawn from the outlet through the adapter shall not exceed 80% of the supply circuit capacity. Where a single or duplex type outlet is serving multiple electrical appliances or devices an approved listed power strip with over-load protection may be required.
4. Every habitable room shall be provided with at least one switched ceiling or wall light fixture and

one duplex outlet.

4.1. Every water closet compartment, bathroom, laundry room and furnace room shall contain at least one electric light fixture and one convenience outlet.

4.2. Outlets within 6 feet of a sink or bathtub shall be Ground Fault Interrupted (GFI) outlets.

5. Electrical wiring that was installed in violation of the Minnesota State Electrical Code requirements in effect at the time of installation or that has not been maintained in good condition or that is not being used in a safe manner shall be considered a hazardous or unsafe use and shall be repaired, replaced or removed.

D. Plumbing.

1. All plumbing fixtures shall be an approved type, properly installed, free of leaks and maintained in a safe, sanitary and functional condition.

1.1 All plumbing fixture drains shall be connected to a sanitary sewer or to an approved private sewage disposal system.

1.2 All water supply fixtures shall be connected to an approved system of water supply and provided with hot and cold running water necessary for its normal operation. All plumbing fixtures shall be of an approved glazed earthenware type or of a similarly nonabsorbent material.

2. *Plumbing System Leaks:* Leaking drain or supply lines shall be repaired or replaced.

3. *Plumbing System Hazards:* Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or to the structure by reason of inadequate service, inadequate venting, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects or hazard to be corrected.

4. *Cross Contamination:* The water supply shall be maintained free from contamination and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture or provided with approved backflow prevention devices as required by the Minnesota State Plumbing Code. Hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

E. Means of Egress.

1. Rental units shall have access directly to the outside or to a common hallway, public corridor, exit passageway, or exit stair enclosure which provides access to an exterior exit door. An exit shall not pass through a hazardous area such as a furnace room, boiler room, storage room, private garage or similar areas.

2. Means of egress system shall be deemed as meeting the intent of this Ordinance, provided that the means of egress system or systems is evaluated by the Housing Inspector and judged to be equivalent to the means of egress system that was required by the Minnesota State Building and/or Fire Code that was in effect at the time the building was constructed. This includes, but is not limited to, number of exits, separation of exits, egress illumination, emergency egress illumination, exit signage, rated corridors, doors, hardware and egress travel distance.

3. *Obstruction of Egress:* The means of egress shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the means of egress hazardous. All egress routes shall be properly maintained in a safe manner.

4. *Security*: When an exit door provides security from unlawful entry, the door shall be provided with a dead-bolt lock or approved locking device which is operable from the inside without the use of a key, special knowledge, or effort. Double cylinder dead bolt locks are permissible in accordance with MN Statute 326B.106 Subd.4 (g) on existing single family homes, individual dwelling units of townhouse buildings, and first floor duplexes used exclusively as a residential dwelling.
5. *Fire Department Key Box*: Fire Department Key Box and building keys shall be maintained in accordance with the MN State Fire Code.

F. *Life Safety*.

1. *Smoke Alarms*: Smoke alarms shall be provided, powered and maintained in accordance with the requirements of the Minnesota State Fire Code.
 - Buildings constructed on or after 6-2-2015: Hardwired with battery back-up and interconnected in hallways outside sleeping rooms, in each sleeping room, on each level and in basements.
 - Buildings constructed on or after 8-1-1989: Hardwired smoke alarms in hallways outside all sleeping rooms, on each level and in basements.
 - Buildings constructed before 8-1-1989: Battery powered smoke alarms in hallways outside all sleeping rooms, on each level and in basements.
 - 1.1. Smoke alarms must be replaced when they exceed 10 years from the date of manufacture and remain operational at all times the building is used or occupied.
2. *Carbon Monoxide Alarms*: Carbon Monoxide alarms must be provided in accordance Minnesota Statute 299F.50 and the Minnesota State Fire Code. A minimum of one approved and fully operational carbon monoxide alarm must be installed within ten (10) feet of each room lawfully used for sleeping purposes. If sleeping rooms are located on separate floors or separate areas on the same floor, additional carbon monoxide alarms would be necessary within ten (10) feet of each sleeping room.
 - 2.1. Carbon Monoxide alarms must be properly maintained in accordance with the manufacturer's requirements and installed in accordance with the manufacturer's installation requirements and MN Statute 299F.51.
3. *Emergency Escape Openings*: Basements, habitable attics, and every sleeping room below the fourth story shall have at least one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room but not in adjoining areas of the basement. Emergency egress and rescue openings must comply with the Building Code in affect at the time the building was constructed. In the event that there was no Building Code or the date of construction is unknown, emergency egress and rescue openings must comply with the requirements for existing buildings in the Minnesota State Fire Code as follows:
 - Escape window openings shall have a minimum net clear opening area of 4.5 square feet.
 - Opening height and width dimensions shall not be less 20 inches.
 - The maximum height from the floor to the window sill opening shall not exceed 48 inches.
 - Emergency escape windows are allowed under decks and porches provided the window opening is not obstructed and there is a clear unobstructed path not less than 36 inches in height from the window opening to a yard or court.
 - 3.1. *Window Wells*: The minimum horizontal area of the window well shall be 9 square feet with a minimum dimension of 36 inches. The area of the well shall allow the window to be fully opened. Window wells with a vertical depth of more than 44 inches shall be equipped with an affixed ladder or steps. Ladders or steps shall not encroach into the required dimensions of the well by more than 6 inches and shall not obstruct the window opening.

4. *Fire Extinguishers:* All rental units shall be equipped with a rechargeable fire extinguisher with a minimum rating of 2A 10BC. The extinguisher(s) shall be located in conspicuous locations along the normal path of travel where they will be readily accessible and immediately available for use in accordance with the Minnesota State Fire Code.

4.1. Fire extinguishers shall be serviced at least annually or as required by the Housing Inspector. A tag with the name of the servicing company and the service date shall be affixed to the extinguisher and shall remain affixed until the next servicing.

5. *Fire Sprinkler and Alarm Systems:* All existing fire sprinkler, standpipe and fire alarm system piping, wiring, panels, notification devices, detection devices, sprinkler heads and applicable equipment, components and system monitoring shall be operational and properly maintained in accordance with their original approval and applicable Minnesota State Fire Code requirements.
6. *Fire Resistive Construction:* Existing fire resistive construction, assemblies, components and associated hardware shall be properly maintained in accordance with their original approval and applicable Minnesota State Fire Code requirements.

G. General Building Requirements.

1. *Building Construction:* Building construction, such as roofs, walls, floors, structural elements and components shall be properly maintained in safe, sound and good working condition present no visual dangerous conditions to human life or property.
2. *Stairs/Decks:* Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.
3. *Handrails:* Stairways with four or more risers or ramps steeper than 1/12 slope within rental units shall have a continuous, full-length, grip-able handrail located not less than 30 inches and not more than 42 inches measured vertically above stair nosing on at least one side of the stair. Existing handrails that are firmly fastened, maintained in good condition are allowed to remain as they are. Existing stairs not provided with any handrails shall have handrails installed as required for new construction.
4. *Guardrails:* Unenclosed floors, platforms, open sides of stairways, landings, decks, balconies, porches or occupied roofs which are more than 30 inches above grade or floor below shall be protected by a guardrail. Guards shall form a protective barrier not less than 42 inches high except for any the following:
 - Guards within dwelling units shall not be less than 36 inches high.
 - Guards on open stairs within dwelling units shall not be less than 34 inches measured vertically from the stair nosing.
 - Existing guards of buildings designated as historic structures.
 - Existing guards that are firmly fastened, maintained in good condition and constructed at a height which was in compliance with the State Building Code when originally built are allowed to remain as they are.

4.1 Opening limitations: Open guards shall have balusters or ornamental patterns such that a 6-inch sphere cannot pass through any opening up to a height of 34 inches except for existing guards which were in compliance with the Minnesota State Building Code when originally constructed.
5. *Windows:* Windows shall be kept in sound repair, good condition and weather tight. Emergency escape windows must also comply with 4-9-5(F)(3).

5.1 Operable windows shall be easily openable and capable of being held open by approved

means.

5.2 Window glazing shall be maintained free from cracks and holes.

5.3 Insect screens shall be free of tears and holes and in good working condition.

6. *Doors*: All door assemblies and hardware must be maintained in good condition, shall fit reasonably well within its frame and must be capable of being opened and closed.
7. *Refuse*: The property owner or property manager shall provide an adequate number of refuse containers to contain the amount of refuse produced on the property or as required by local sanitation ordinance. Containers shall be rodent and animal proof with a tight fitting cover.
8. *Storage Items*: Flammable or combustible items and materials shall not be stored within three (3) feet of any fuel burning appliances. Storage of items shall be orderly and shall not block or obstruct exits. A minimum three (3) foot aisle shall be maintained to all exits, furnaces, water heaters, water meters, gas meters or other building service equipment.
9. *Flammable and Combustible Storage*: Fuel Storage tanks such as LP tanks, gasoline containers and fueled equipment, including but not limited to motorcycles, mopeds, lawn-care equipment and portable cooking equipment, shall not be stored or repaired in an apartment building or rental unit except in a room constructed for that purpose in accordance with the Minnesota State Fire Code
10. *Building Identification*: Every building shall have the assigned street numbers displayed on the building in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall be no less than four (4) inches in height and shall contrast with the background on which they are displayed.
11. *Exterior Finish*: The exterior of a structure shall be maintained in good repair, structurally sound, and sanitary.
 - 11.1. All foundation walls shall be free from open cracks, holes and breaks and capable of supporting the imposed loads.
 - 11.2. All above grade exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
 - 11.3. All roofs shall be sound, tight and not have defects that admit rain and must prevent dampness or deterioration in the walls or interior of the structure.
12. *Built In Deficiencies*: It is determined that certain conditions within existing buildings, lawful at the time of construction of the building, and not creating a hazardous condition, may not comply with the minimum requirements of the PROPERTY MAINTENANCE STANDARDS of this chapter. Such conditions are referred to as "built in deficiencies", and the code official, in administering this Ordinance, may consider built in deficiencies as being beyond reasonable correction and accept them as an alternate method of meeting the intent of this section.

4-9-7: **DISPLAY OF LICENSE**

Every licensee of a rental property shall conspicuously display at all times on the premises a copy of the current license as filed with and approved by the City. This license shall be located on the premises so as to be easily viewed and readable by the occupants of the rental property and shall be reasonably protected from wear by a plastic cover or similar protective device.

4-9-8: **INSPECTION; RIGHT OF ENTRY**

In order to compel the compliance with the licensing requirements, the Housing Inspector shall have the authority to enter any building at reasonable times upon five (5) days' written notice to the owner or agent

to determine if said building is operated as a "rental property" as defined in this Ordinance or to enforce the Property Maintenance Standards, or both. In those cases where emergency conditions endangering a person or property exist, where either the Police Department or the Fire Department has responded to a rental property, the Housing Inspector will have the authority to enter any building at any time by the request of the Sartell Police Department or the Sartell Fire Department to enforce any provisions of this Ordinance. Failure to schedule or allow a request by the Housing Inspector for an inspection shall result in rejection of the application or renewal, and if access is denied the City may pursue remedies at law including an administrative search warrant.

4-9-9: **APPLICABLE LAWS**

Licensees shall be subject to all of the provisions of the ordinances of the City and the laws of the State relating to rental units; and this Ordinance shall not be construed or interpreted to supersede any other such applicable ordinance or law.

4-9-10: **PENALTY, VIOLATIONS AND TERMINATION OF RENTAL LICENSE**

A. *Penalty and Violations:* It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any provisions of this Ordinance. Any person who fails to comply with any of the requirements of this Ordinance shall be prosecuted within the limits provided by local and state laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

1. *Penalty:* A violation of any provision of this Ordinance is a misdemeanor and also subject to an administrative citation in accordance with Title 1 of the City Code.

2. *Violation:* Whenever the Housing Inspector determines that a violation of this Ordinance has occurred, notice shall be given to the licensee or person responsible for the violation by U.S. mail or personally. Such notice shall be in writing, include a statement of the violation or violations and why the notice is being issued, include a correction order allowing a reasonable time to make the repairs or improvements and inform the licensee or person responsible of their right to appeal.

3. *Re-inspection Fee:* The Housing Inspector may re-inspect the rental property described in the notice to certify that all corrections have been made.

a. *First Re-inspection:* One re-inspection will be allowed to certify that all corrections of any violation(s) have been made.

b. *Second Re-inspection:* If the violation has not been corrected and the Housing Inspector must return for additional re-inspections, a re-inspection fee as set forth by the City Fee Schedule will need to be paid prior to the Housing Inspector returning to re-inspect the property. Additional re-inspections will be subject to additional re-inspection fees.

B. *Suspension and termination of rental license:* The City may suspend or revoke a license or not renew a license for part or all of a facility at any time the Housing Inspector can determine that any owner, person, firm, corporation or partnership subject to this Ordinance has failed to comply with the provisions of this Ordinance by means such as:

1. False or misleading information given or provided in connection with the license application or renewal.
2. Failure to correct violations in the time period prescribed.
3. Violations committed or permitted by the licensed owner and/or the manager, or tenant, of any rules, codes, statutes and ordinances related to, pertaining to, or governing the license and the premises.
4. Failure to pay all real estate taxes and special assessments levied against the rental property and/or other fines, fees, charges or other financial claims owed to the City or the State of Minnesota.

5. Failure to allow an inspection of a rental property pursuant to Section 4-9-8.
6. Failure to provide updated application information during the license period.
7. Commission of a felony related to the licensed activity by the property owner or manager.
8. Violation of an owner's duties under Minnesota statutes sections 299C.66 to 299C.71
9. Failure to comply with any part of this Ordinance.

B.1. *Notification:* A decision to suspend a license shall be effective immediately upon notice to the licensee. A decision to revoke, deny or not renew a license will be preceded by written notice to the applicant, or licensee. Notice shall be in writing, include a statement of the violation or violations and why the license is being revoked, suspended, denied or not renewed.

B.2. *Request for Hearing.* If a hearing is desired by the licensee, the licensed owner must affirmatively request an evidentiary hearing in writing, to be received by the City Administrator. If such written notice is received by the City Administrator prior to expiration of the time specified for compliance, the City shall set a time for such hearing and shall inform the owner of the time and place at which the City Council will meet to consider such testimony as may be offered concerning the proposed violation. This hearing shall be evidentiary in nature and conducted before the Sartell City Council, which shall determine whether an ordinance or statutory violation did occur, warranting revocation or suspension of the rental license. The determination of the City Council shall be final and subject only to any rights of review or appeal to the State courts as provided by statute. If a request is not made prior to expiration of the time specified for compliance, the right to an evidentiary hearing is deemed waived.

B.3. *Non-Compliance.* In the event that a rental license is suspended by the Housing Inspector, it shall be unlawful for the owner or the duly authorized agent or manager to thereafter permit any new occupancy of vacant or thereafter vacated rental units until such time as a rental license is restored. In the event compliance has not been completed within the time provided, or a hearing has not been requested by the owner in writing, the Housing Inspector shall recommend to the City and the City Council may terminate the license. In the event that a rental license is revoked by the City Council, it shall be unlawful for the owner or the duly authorized agent or manager to thereafter permit any rental occupancy until such time as a rental license may be restored by the City Council. When a rental license is revoked, the property shall be vacated as of the effective date of the revocation and remain vacated until restoration of the license. In the case of suspension, restoration shall occur automatically upon re-inspection if compliance is completed prior to revocation. In the case of revocation, restoration of the license shall occur only after the owner of the premises has made application for a new license, paid a new license fee and passed a property maintenance inspection. The new license may then be issued upon completion of the revocation period.

4-9-11: **CRIME FREE MULTI-HOUSING PROGRAM**

- A. For multi-family rental housing licensees to qualify for a rental fee reduction, they must complete Phases 1, 2 and 3 of the Sartell Crime Free Multi-Housing Program prior to October 1st in order to receive the rental fee reduction for the subsequent license year. New multi-family rental housing properties will receive the rental fee reduction for their initial rental license if they complete all phases within 90 days of issuance of a certificate of occupancy for the property. If all requirements are not completed within said 90 day period, the property will be ineligible for the rental fee reduction for the subsequent licensing year, regardless of if/when such requirements are completed and property will then need to meet renewal license requirements as specified hereafter to achieve rental fee reduction in future years.
- B. The cost of attending the educational requirements under this section shall be paid by the licensee in addition to any license and inspection fees. Licensees must maintain compliance with all components

of the Crime Free Multi-Housing Program and must complete all re-certifications/renewals prior to October 1st of each year in order to maintain qualification for the Crime Free Multi-Housing rental fee reduction for the following calendar year.

C. *Certification.* To obtain and maintain certification from the Sartell Police Department as a member of the Crime Free Multi-Housing Program, a rental property owner or property manager must:

1. Successfully complete and implement all of the components of the Crime Free Multi-Housing Program. The components of the program are:

Phase 1. Attendance at and successful completion of the Management Training components which will be shown by demonstrating an understanding of each of the following subject matter:

- (a) The Crime Free Multi-Housing Program and ordinance.
- (b) Rental applications and housing discrimination.
- (c) Screening and background checks.
- (d) Lease and lease addendums.
- (e) Unlawful detainer and eviction.
- (f) Manager/Owner policies and roles.
- (g) Data privacy.
- (h) Narcotics and gangs.
- (i) Rental housing.

Phase 2. Compliance with environmental crime prevention requirements by owners for their rental properties that are located within the corporate limits of the City of Sartell or in the case of a property manager, for all rental properties located within the corporate limits of the City of Sartell that are managed by that property manager. Compliance will be indicated by completion of the following requirements:

- (a) Single cylinder deadbolt locks installed in each entry door for each dwelling unit.
- (b) High security strike plate with 3-inch screws installed on each wooden entry door frame for each dwelling unit.
- (c) Door viewer - 180° peephole installed in the primary entry door for each dwelling unit.
- (d) Anti-lift/slide device installed on all windows and sliding glass doors.
- (e) Security lighting adequate to illuminate exterior grounds.
- (f) Landscaping in a manner that provides for visual sight lines.
- (g) Visible address numbering installed.
- (h) Compliance with Property Maintenance Standards as provided in Section 4-9-5.

Phase 3. Include, implement and enforce, as part of all written leases, the Lease Addendum for Crime Free/Drug Free Housing provided by the Sartell Police Department and at least once every 12 months make available, in cooperation with the Sartell Police Department, training for tenants in respect to the following subject areas (with notification to tenants and the Sartell Police Department of the meeting location to be approved in advance by Sartell Police Department):

- (a) The Crime Free Multi-Housing program together with the concept of partnerships and sharing responsibilities.
- (b) Crime concerns and prevention awareness techniques.
- (c) Application of Neighborhood Watch program/principles.

2. Following successful completion of the program components described in Subdivision C1 above, rental property owners or property managers must maintain compliance with all program components, including Sections D and E below.

3. *Loss of Certification.* Owners or property managers who do not maintain compliance with the certification requirements above will lose their certification for the following license year. Violations

of rental housing regulations as set forth in this Chapter, resulting in suspension and/or revocation of the rental license, will also result in loss of certification for the following license year.

- D. *Leases.* As a condition of the Crime Free Multi-Housing Program, all signed crime free addendums to leases for the rental property shall be available for review by the Sartell Police Department upon request.
- E. *Criminal Background Checks and Register.* As a condition of the Crime Free Multi-Housing Program, the licensee shall conduct criminal background checks on all prospective tenants of rental property in the City of Sartell. The licensee must maintain a current register of tenants and other persons who have a lawful right to occupancy of a rental unit. The register must include full names, dates of birth, and the most current phone number available. The register along with proof of the criminal background check(s) must be available for review by the City upon request. One failure to complete such required background check or to accurately maintain the register will result in forfeiture of 50% of reduction received on rental license fee for Crime Free Multi-Housing Program status in the subsequent license renewal year. A second failure will result in the entire fee reduction being forfeited and loss of Crime Free Multi-Housing Program rental reduction rates for the subsequent license year. Second failure will also result in immediate loss of other courtesy benefits which Sartell Police Department may provide to Crime Free Multi-Housing Program participants, such as courtesy report logs of activity and/or signage provided to Program participants.

4-9-12: **NOISE LIMITS**

- A. *Prohibition:* No person shall, between the hours of 10:00 p.m. and 7:00 a.m., congregate at, or participate in any party or gathering of two (2) or more people from which noise emanates of a sufficient volume so as to disturb the peace, quiet or repose of another person. During those hours, no person shall create noise which emanates of a sufficient volume as to be clearly audible at a distance of fifty (50) feet from the rental unit at which the party or gathering is occurring and/or from which the noise is emanating.
- B. *Duty to Disperse:* When a police officer of the City determines that noise exists in violation of this provision, the officer may order all persons present at the premises where the violation is occurring, other than the owners or tenants of the premises, to disperse immediately. No person shall knowingly remain at a noisy party or gathering.
- C. *Exceptions:* The following are exempt from violation of this provision:
 - 1. Activities which are duly authorized, sponsored or licensed by the City, so long as the activity is conducted pursuant to the conditions of the license, permit or contract authorizing such activity.
 - 2. Persons who have gone to a party for the sole purpose of abating the violation.
 - 3. Upon special request made by contractors, the City may exempt contractors performing work from time prohibitions set forth herein.

Fire/Safety Inspections

Below is a list of common issues the Fire Marshal looks at when doing Fire/Life Safety Inspection on rental properties.

For Single Family Residential Homes:

1. Testing of in unit smoke detector-smoke detectors being taken down, batteries missing or disconnected. Must have a smoke detector on each floor, smoke detector in immediate vicinity of hallway leading to bedrooms and recommending installation of smoke detectors in all bedrooms in existing homes.
2. C/O detectors being present and operational (One detector must be located within 10 feet of all rooms used for sleeping on each floor).
3. Inspect all electrical, mechanical, plumbing equipment for any obvious problems/equipment failure No use of extension cords allowed. Power strips allowed with surge protection device.
4. Inspect entire exterior of building, decks, gas meters, electrical meters, lighting and dryer and mechanical vents.
5. At least one fire extinguisher on property properly charged. (3-5 lb ABC rechargeable fire extinguisher is required).
6. Verify address numbers on property/building.
7. Update emergency contact information for the police/fire departments. Also update lists for fire department of any tenants that would need fire department assistance of exiting the building in case of an emergency.

For Multi Family Dwellings:

1. All above items
2. Verify testing within the past year of buildings fire alarm system, sprinkler system, RPZ backflow preventers, fire extinguishers, elevator and emergency lighting.
3. Verify and test the closing of all fire doors, check smoke gaskets on all fire doors, including apartment doors.
4. Verify signage on all doors & throughout entire building
5. Inspect all common areas, storage rooms, mechanical rooms, offices, equipment rooms and garages looking for any wall/ceiling penetrations, fire caulking issues, storage too close to sprinkler heads, checking condition of sprinkler heads, fire alarm devices & exit signage. Also address all life safety issues along with all egress out of the building.
6. Inspect signage, fire lane signage, striping of fire lane parking, fire hydrants, dumpster areas
7. Multifamily units may not store any type of grill/LP Tanks on the patio, deck, attached/tuck under garages or use of any of these devices within 15 feet of the building is prohibited.
8. Update keys in Dama Key Box
9. Verify access to Fire Department Connection (FDC)

THE FIRST INSPECTION AND RE-INSPECTION ARE INCLUDED IN YOUR RENTAL FEE

If additional inspections are required due to non-compliant items, a \$75.00 re-inspection fee will be assessed and need to be paid prior to completing any additional inspections